IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 1695 OF 1998

Suresh Jayantilal Thanawala. ... Plaintiff.

V/s.

Lok Housing & Constructions Ltd. and others. ... Defendants.

And

Kotak Mahindra Bank Ltd. ... Applicant.

Sanjay Kotak i/b. Purnanand & Co.
for the plaintiff.

Sanjay Jain i/b. Udwadia & Udeshi
for defendant No.1.

Ms.Bharti Lele i/b. Bhave & Co.
for defendant No.2.

Yogesh Paranjpe i/b. Paras Kuhad & Asso.
for defendant No.4.

Doras Jones i/b B.Munim & Co.
for defendant No.6.

P.Fernandes i/b. Dave Girish & Co.
for defendant No.12.

Birendra Saraf with Faizal Sayyed and
Mayur Bhojwani i/b. M.K.Ambalal & Co.
for defendant No.13.

Mahendra Ghehani with Nitin Jain i/b.
Law Charter for defendant Nos.17 and 18.

Ms.Shruti Pathak Chainani i/b. S.Pathak
& Co. for defendant No.19.

CORAM: V.C.DAGA, J.

DATED: 19th December 2007.

P.C.:

. Heard parties to the suit.

2. The learned counsel for the parties tendered consent terms between plaintiffs and defendant No.1 duly signed by plaintiff No.2 for herself and as power of attorney holder of plaintiff No.1 and countersigned by their advocate. Defendant No.1 has also signed the said consent terms and countersigned by their advocate. The consent terms are taken on record and marked ‘X’ for identification.

3. The learned counsel for plaintiff, defendant No.1 and defendant No.13- Kotak Mahindra Bank Ltd. have placed on record minutes of order dated 19th December, 2007. The same is taken on record and marked as ‘X-1’ for identification.

4. The consent terms are examined. They are acceptable to the parties to the suit. They are found to be reasonable and proper. They shall form part of the minutes of order. The statements made in the consent terms are taken on record and undertakings given, if any, are accepted.

5. On the motion made by the plaintiffs and defendant No.1, the present suit stands decreed in terms of the minutes of order with no order as to costs.

6. Decree be drawn accordingly.

(V.C.DAGA, J.)